

Ethan Construction

3100 Airport Way S  
Seattle, WA 98134

Tel: (206)447-0263  
Fax: (206)447-0299

Short Form Subcontract

Nov 16 06  
Contract Total not to Exceed \$15,000 incl CO's

**Project**  
Rainier Commons  
Seattle

**Owner**  
Rainier Commons  
3100 Airport Way S  
Seattle, WA 98134

**Project #** 041187 **Phase** 10020  
**Security Doors and Sectional Doors**  
**Contract Amount** \$15,260.00

**Subcontractor**  
Rainier Building Products, Inc.  
418 Valley Ave NW  
Suite 117  
Puyallup, WA 98371  
(253) 826-9262

**Architect**  
Ethan Construction, LLC  
1420 5th Ave  
Seattle, WA 98101

**Company Type:**  
Proprietor ( ) Partnership ( ) Corporation ( )  
**License # / State**  
**Classification**  
**Taxpayer ID:**  
**Expires:** Oct 23 2008

This agreement is entered into between Ethan Construction, LLC, and Rainier Building Products, Inc.  
It is understood that Ethan Construction LLC is subcontracting with the above mentioned subcontractor to supply labor and / or materials as follows:

All labor, materials, and equipment necessary to accomplish the work set out in the contract documents for this section of work, and without limiting the generality of the foregoing, inclusive of all the terms attached to this contract. Provide and install (2) 8' X 8' - Wayne Dalton Akbar Series, 3 hour rated doors with fusible link and chain hoist (electrical and fire connection to be provided by others); supply and install (1) 12' X 12'6" - Model TX400, (1) 10' X 10' - Model TX400 and (1) 12' X 10' sectional doors. The description above is not intended to supersede the plans and specification. Time is of the essence, once the contract is mutually accepted, work shall commence.

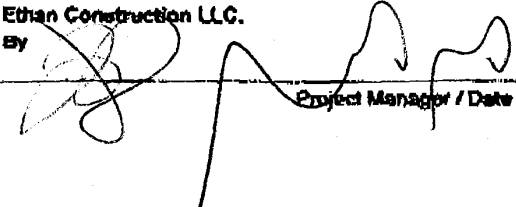
- 1) The signer is authorized to sign and enter into the contract on behalf of said company / corporation.
- 2) The individual / company is licensed with the Contractor's State License Board; and the license is current, active and in good standing
- 3) The above mentioned subcontractor is working for Ethan Construction LLC, as an independent contractor.
- 4) Contract changes in the scope of work or contract dollar amount will only be accepted by written change orders signed by Ethan project manager.
- 5) Subcontractor has current, active business insurance, including General Liability and Worker's Compensation.

The Subcontractor shall immediately cause Certificate of Insurance naming Ethan construction LLC, 3100 Airport Way S., Seattle, A 98134 as additional insured and certificate holder, to be sent to the certificate holders address prior to beginning work on the project.

- 6) Subcontractor has Material Safety Data Sheets (as required by OSHA) and will return copies to Ethan Construction LLC with this Subcontract.
- 7) Indemnity. Subcontractor agrees indemnify and save harmless the Owner, Contractor, and their agents and employees, and any other party designated by project specifications, from any and all liability, claims, loss, damages, or injuries to any person or to property, including injuries to Subcontractor's employees, and all expenses of investigating and defending against the same (a) arising from, or connected with the performance of, or failure to perform, the work or other obligations of this Subcontractor; or (b) caused or claimed to be caused by the independent negligence of the Subcontractor or the concurrent negligence of the Subcontractor with the active or passive negligence of the Contractor, Owner or any other party designated by project specifications or their agents or employees.
- 8) Subcontractor acknowledges that he/she have reviewed the plans and specifications and is familiar with the requirements of these documents including compliance with all requirements of the owner / contractor general contract agreement.
- 9) See attached for all required invoicing procedures and General Rules / Regulations which are included in this Subcontract Agreement.
- 10) Conditions of Ethan Construction LLC, Standard Subcontract Agreement apply to this Short Form Subcontract.
- 11) Ethan Construction LLC, Standard Safe Practices and Project Schedule are made part of this Subcontract.
- 12) All work will proceed as sequenced by Ethan Construction LLC, including but not limited to protection of existing, cleanup of own work, maintaining schedule as directed by Superintendent is included in this Subcontract Agreement.
- 13) All work to be in accordance to plans and specifications.
- 14) All local/state sales and/or use tax is included in this Subcontract Agreement.

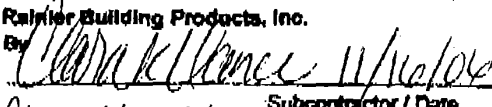
Ethan Construction LLC.

By

  
Project Manager / Date

Rainier Building Products, Inc.

By

  
Subcontractor / Date  
Clara "Katie" Vance Corp. Secretary  
Print Name and Title